

# **TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Chief John George/693-8320

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** 4

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN POINCIANA SOUTHWOOD, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.

**REPORT IN BRIEF:** Poinciana Southwood, Inc. would like to enter into an agreement with the Town of Davie Police department, wherein the owner/association specifically grants the Town power and authority to enforce traffic control on the property of the owner/association, which is required by law to enable enforcement of traffic laws on private roadways and streets within this community.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** N/A

**FISCAL IMPACT:**

Has request been budgeted: N/A

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution  
Agreement for Traffic Control (owner/association signed)  
Document Prepared by Dee Vincente

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN POINCIANA SOUTHWOOD, INC. AND THE TOWN OF DAVIE POLICE DEPARTMENT FOR TRAFFIC CONTROL.**

**WHEREAS,** Poinciana Southwood, Inc. and the Davie Police Department would like to enter into an "Agreement for Traffic Control"; and

**WHEREAS,** Poinciana Southwood, Inc. has the authority to sign said agreement, and has done so; and

**WHEREAS,** the Davie Police Department requests the Mayor add his signature to said Agreement;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA**

**SECTION 1.** The Town Council of the Town of Davie hereby authorizes the Mayor to execute the "Agreement for Traffic Control," attached hereto as Exhibit A.

**SECTION 1.** This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2002

\_\_\_\_\_  
MAYOR/COUNCIL MEMBER

ATTEST:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2002

AGREEMENT FOR TRAFFIC CONTROL

The Town of Davie, Florida, a municipal corporation of the State of Florida, (hereinafter referred to as the "Town"), and Poingiana Southwood, Inc (hereinafter referred to as "Owner"), agree on this 4 day of November 2002, to enter into the following Traffic Jurisdiction Agreement.

WHEREAS, Owner currently holds legal title to that parcel of real property which is the subject of this Agreement, as more particularly described on Exhibit "A" attached hereto (the "Property" or "Common Areas"); and

WHEREAS, the Town, its duly appointed officers, employees and agents, recognizes that it has full power and jurisdiction to enforce all laws of the nation, state, county and city, duly enacted, excluding those traffic control and enforcement of same on the private property of Owner; and

WHEREAS, Owner wishes to specifically grant the Town the power and authority to enforce traffic control on the Property and to grant an easement for ingress and egress for said purpose; and

WHEREAS, pursuant to Florida Statutes § 316.006(2)(B), Owner wishes to have the Town exercise jurisdiction for traffic regulation over a private or limited access road or roads (the "Roads"), owned or maintained by Owner upon the property.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Owner agrees that the Town shall have jurisdiction to enforce state, county and city traffic regulations over any Roads within the private property.
3. the town hereby agrees to exercise jurisdiction for traffic control purposes over any Roads within the private property.
4. Either party may terminate this Agreement upon sixty (60) days written notice to the other party.
5. The Owner, in further consideration for the above stated commitments of the Town, does hereby declare, establish, provide, give and grant to the Town, its successors, administrators and assigns, a non-exclusive easement for ingress and egress over the private property for the purpose of providing traffic control.

6. The Owner agrees to indemnify and hold the Town of Davie, its officers and elected officials, its employees, assigns and agents, the Town of Davie Police Department, its employees, agents and assigns, and the Police Chief, his heirs and assigns, harmless from and against any all claims or causes of action resulting from personal injury or damage to property caused by or arising from any lawful action(s) effectuated by members of the Town of Davie authorized by this Agreement. Nothing in this Agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statute § 768.28.
7. The Owner agrees to reimburse the Town of Davie for any actual costs of traffic control and enforcement necessitated by this Agreement over and above the normal costs of traffic control and enforcement typically incurred by the Town of Davie in exercising such control over all streets and highways located within its boundaries, such as additional costs related to signage conforming with state law.
8. Any notices required under this Agreement shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the Town of the Owner, as the case may be, at the address set below for each such party, or to such other address as any party may, from time to time, specify by written notice to all other parties.
9. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto.
10. the Owner expressly understands and agrees that nothing contained herein is intended or should be construed as creating or establishing a duty or obligation of the Town to provide traffic jurisdiction to the private property. The Town's presence on, or use of the premises, does not in any way create or establish in favor of Owner a level of prevention or the enforcement of traffic laws greater than the Town owes to the general public.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals for the purposes herein expressed on the day and year first above written.

WITNESSES:

THE TOWN OF DAVIE, FLORIDA

\_\_\_\_ BY: \_\_\_\_\_ Signature  
TITLE:

Print Name

ADDRESS:

\_\_\_\_\_  
Signature

ATTESTED BY:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
TOWN ATTORNEY

Approved as to form and legality for the use and reliance of the Town of Davie, Florida, only

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_, of the Town of Davie, Florida, a municipal corporation of the State of Florida, who is \_\_\_\_\_ personally known to me, or who has produced \_\_\_\_\_ as identification, and who did/did not take an oath.

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:



WITNESSES:

Veronica Miele  
Signature

Veronica Miele  
Print Name

Rona Weinhouse  
Signature

Rona Weinhouse  
Print Name

OWNER:

BY: Andrew V. Engelmann

ADDRESS: 7603 N. Southwood Circle  
Davie, FL 33328

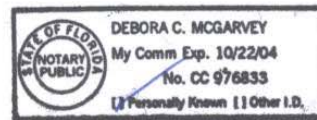
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4 day of November, 2002, by Andrew Engelmann, of Pinecane Southwood, Inc. who is ☒ personally known to me, or who has produced \_\_\_\_\_ as identification, and who did did not take an oath.

Debra C. McGarvey  
NOTARY PUBLIC, State of Florida

Debra C. McGarvey  
Type, Stamp, Print Name

MY COMMISSION EXPIRES:



**DAVIE POLICE DEPARTMENT**

1230 South Nob Hill Road  
Davie, FL 33324  
(954) 693-8200  
FAX (954) 693-8399 (Road Patrol)

**AUTHORITY TO ENTER PREMISES AGREEMENT**

Poinciana's Southwood Inc., a Florida Corporation,  
(Name of Corporation)

located at North & South Southwood Circle, Florida, hereby

authorizes the Town of Davie Police to enter the below described property, located in the Town of Davie, Broward County, Florida, without limitations or restrictions and at their discretion to enforce municipal traffic laws, criminal state statutes and municipal ordinances and perform any and all police-related activity.

**LEGAL DESCRIPTION OF PROPERTY**

(See example - "Exhibit A" attached)

Poinciana's Southwood Inc., expressly understands and  
(Name of Corporation)

agrees that since the above-described property is privately owned, the Town of Davie Police Department may choose not to conduct routine patrol upon said

property nor accepts the obligation to conduct routine police-related activities on said property.

The Town of Davie Police may arrest, at its discretion, those person(s) believed to be trespassing or committing other criminal violations on said property. Upon an arrest for a criminal violation, Poinciana Southwood Inc agrees to assist in the criminal prosecution of said offender.

Poinciana Southwood Inc. hereby agrees to communicate the terms and conditions of this agreement to any and all parties present on the above-described property by reason of lease, rental, assignment, contract, invitation, employments, etc.

Poinciana Southwood Inc. further agrees to notify the Town of Davie through the Chief of Police for the Town of Davie Police Department ninety (90) days prior to the sale, transfer or assignment of the property or any portion thereof. This notification must be accomplished through United States Mail, certified, return receipt requested.

Poinciana Southwood Inc agrees to indemnify and hold the Town of Davie, its employees, assigns and agents, the Town of Davie Police Department, its officers, employees, agents and assigns, and Police Chief John A. George, his heirs and assigns, harmless from and against any and all claims or causes of action resulting from personal injury or loss to property caused by or arising from an arrest(s) or other lawful action(s) effectuated by members of the Town of Davie Police Department.

Nothing in this agreement shall be construed to effect in any way the Town's rights, privileges and immunities as set forth in Florida Statutes 768.28.



Poinciana Southwood Inc expressly understands and agrees that nothing contained herein is intended or should be construed in any way as creating or establishing the duty or obligation of the Town of Davie to provide security or protection to the above-described property. Poinciana Southwood further understands and agrees that nothing contained herein is intended or should be construed in any way to obligate the Town of Davie Police Department to perform routine patrol or other police-related functions on or about the above-described property.

The Town of Davie's presence on, or use of the premises, does not in any way create or establish in favor of Poinciana Southwood Inc, a level of prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State greater than the Town of Davie owes to the general public.

Either party to this agreement may terminate this agreement at will providing that sixty (60) days written notice establishing such intent is served upon the other party by certified mail, return receipt requested.

STATE OF FLORIDA  
COUNTY OF BROWARD

Andrew V. Engelmann

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Nov., 2002, by Andrew V. Engelmann of Poinciana Southwood, Inc who is personally known to me, or who has produced D/L ES24-08-64 as identification, and who did/did not take an oath. 348-0

Deanna A. Vincente  
NOTARY PUBLIC, State of Florida

Type, Stamp, Print Name

MY COMMISSION EXPIRES:





EXHIBIT "A"  
Legal Description of Property

Plat of Southwood Townhouses, according to the Plat thereof as recorded in Plat Book 162, Page 35, of the Public Records of Broward County, Florida, which constitutes a replat of a portion of Tracts 12 and 13 in Section 33, Township 50 South, Range 41 East, described as the North 495 feet of the East 440 feet of the West 500 feet thereof, Everglades Sugar and Land Company Subdivision recorded in Plat Book 3, Page 67, of the Public Records of Broward County, Florida. Containing 5.00 acres, more or less.